

## KANSAS MEDICAID STATE PLAN

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- I. Provide technical assistance to the SSA I on developing a valid method of researching the placement practices at Kansas hospitals and on developing a training package for those hospitals with needs.
- J. Evaluate the continued funding for SRS staff positions on or around April 1 of every year with a final decision conveyed to SRS no later than May 1 of every year.
- K. Have SRS disability statements completed by attending physician as necessary to determine eligibility for assistance, and also provide birth records and other documents needed to determine eligibility.
- L. Submit a cost report to SRS for cost settlement purposes.
- M. Remit to SRS the state share of the difference between the amount of payment to KUMC by SRS and the amount of payments which would have been paid if KUMC were not determined to be a special hospital.
- N. Remit to SRS a year end settlement in conjunction with the cost settlements. The year end settlement shall result in KUMC remitting to SRS those additional state funds in excess of what would have been paid using the DRG reimbursement system.

#### IV. Mutual Responsibilities

SRS and KUMC will establish funding mechanisms for Medicaid or MediKan eligibility determination of KUMC patients, and for health care services provided to Kansas Medicaid or MediKan recipients by KUMC.

#### V. Periodic Review and Joint Planning for Changes

This agreement shall continue in effect until such time as it is terminated by either party. This agreement may be terminated by either party upon written notice 60 days in advance of the termination.

This agreement shall be reviewed at least annually by the parties. Such review shall be for the purpose of development of modifications, clarification or redefinition of any provision deemed necessary. Any modification, clarification or redefinition shall require approval and signature by both parties.

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VI. Continuous Liaison and Delegation to Staff

Continuous liaison between the parties of this agreement shall be the responsibilities of the Secretary and the Chancellor, or their designees.

VII. Joint Evaluation of Policies that Affect Cooperative Work

Policies and procedures that affect cooperative work of both parties shall be jointly evaluated and agreed prior to implementation. Differences shall be resolved through joint discussion at the organizational level closest to the problem.

VIII. Duration of Agreement

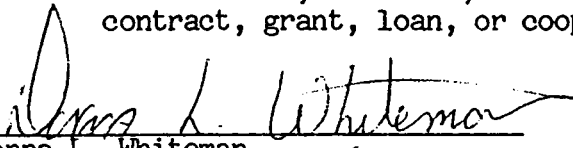
This agreement shall continue until it is revised or terminated.

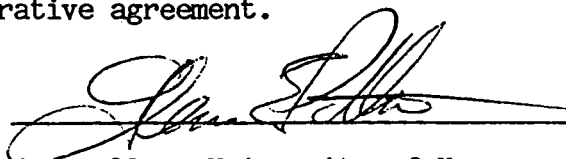
IX. Signatures

Whereas SRS and KUMC hereby agree to the provisions of this agreement as specified are herein effective with the signature of both parties.

X. Certification

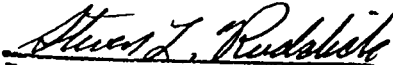
No Federal appointed funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

  
Donna L. Whiteman  
Secretary, Social and  
Rehabilitation Services  
Date 9-9-91

  
Vice Chancellor, University of Kansas

Date 9-12-91

Approved as to form:

  
Legal Counsel to the  
Medical Center

TN# MS-91-17 Approval Date NOV 25 1991 Effective Date 07/01/91 Supersedes TN# Nothing

KANSAS DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

AGREEMENT BETWEEN INCOME SUPPORT AND MEDICAL SERVICES  
AND  
YOUTH AND ADULT SERVICES

**I. Mutual Objectives and Responsibilities**

The purpose of this agreement is to facilitate alternative service delivery systems with the goal of maintaining Medicaid eligible individuals in their own homes and communities, to avoid institutional or other "out-of-home" treatment, and to secure federal financial participation for such service delivery systems. The mutual goal is to maintain Medicaid eligible individuals in the least restrictive environment that provides services consistent with their needs.

This agreement is between the Commission of Income Support and Medical Services (ISMS) and the Commission of Youth and Adult Services (YAS), both within the Kansas Department of Social and Rehabilitation Services which is the Single State Agency designated to administer the Medicaid Program under Title XIX of the Social Security Act. The terms of this agreement are subject to all federal terms, conditions and rules governing cooperative agreements under 42 CFR 431, Subpart M.

**II. Responsibilities of Each Party**

**A. Duties of ISMS**

ISMS will:

1. Determine Medicaid eligibility for individuals applying for services, except for foster care and adoption support individuals.
2. Through its Medicaid fiscal agent:
  - a. Enroll providers of service based upon criteria developed by ISMS and YAS.
  - b. Communicate with providers through bulletins, workshops and on-site technical assistance, about the nature and scope of Medicaid services and how to bill for them.
  - c. Process claims for Medicaid reimbursement.

- d. Provide telephone communications staff to resolve claims processing problems.
  - e. Collect, report and analyze data necessary to prudently manage services provided.
- 3. Notify the fiscal agent of payment rates and approved providers.
  - 4. Coordinate with YAS and the fiscal agent the development of financial and statistical reports.
  - 5. Provide the mechanism whereby federal financial participation may be claimed for services including maintenance of the Kansas Medicaid State Plan and fiscal reporting.
  - 6. Coordinate responses to federal questions and reviews (if any).

B. Duties of YAS

For all programs involved in this agreement and the responsibility of YAS, YAS will:

- 1. Develop and disseminate program/service requirements for Medicaid eligible individuals and providers and monitor to see that they are met.
- 2. Provide funds to reimburse the Medicaid program for the federal share of overpayments resulting from inappropriate services provided to Medicaid recipients as a result of an SRS employee's failure to follow Medicaid policy concerning program/service requirements.
- 3. Work within individual communities to locate and establish potential providers. License, certify or otherwise approve providers of service. Provide technical assistance and consultation to providers as needed to implement this agreement.
- 4. Provide to Medical Services, a list of Youth Service approved providers.
- 5. Develop and issue instructions on the development and coordination of service plans with providers and clients, through written manuals for field staff working with Medicaid eligible individuals.

6. Train SRS field staff on policies and procedures required for the implementation of this agreement.
7. Respond to questions and inquiries about program services.
8. Request and provide through the state budget process, state matching funds, each year, to carry out this agreement.
9. Provide match for administrative and implementation costs.

### III. Mutual Responsibilities


ISMS and YAS will:

- A. Each designate a staff person for continuous liaison and coordination between the two commissions.
- B. Meet regularly for planning, coordinating, reviewing and evaluating trends and effectiveness.
- C. Annually develop a plan for service delivery and reimbursement and develop specific goals, targets and priorities in this annual plan. Annually determine funding levels and budget strategy.
- D. Develop, maintain and share statistical data.
- E. Jointly define and design programs while working with community providers and other interested parties.
- F. Devise a payment structure based upon a fee for service methodology and set payment rates.
- G. Establish special pricing cost account codes which can be assigned to claims for services covered by this agreement which will allow payment from YAS funds and federal Medicaid matching funds.
- H. Participate, encourage and promote participation in the KAN Be Healthy (Early and Periodic Screening, Diagnosis and Treatment) program, Family Planning and Long Term Care issues as appropriate.
- I. Develop and maintain procedures for reciprocal referrals.

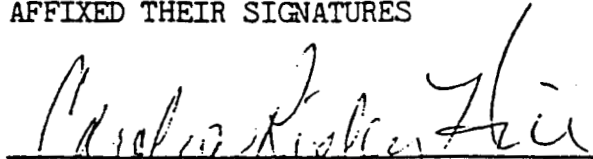
IV. Agreement

This agreement supersedes any previous agreements between Youth Services, Adult Services and Income Maintenance/Medical Services. This agreement shall be in effect upon signature by the Commissioners of both Commissions and is continuing in nature until such time as it is terminated by either party. This agreement shall be reviewed at least annually by the parties or whenever a major reorganization occurs. Any modification shall require new signatures by both parties.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES

  
\_\_\_\_\_  
Commissioner of Income Support and  
Medical Services

Date 6/11/93

  
\_\_\_\_\_  
Commissioner of Youth and Adult  
Services

Date May 26, 1993

**EXTRAORDINARY MEDICAL EXPENSES AGREEMENT**  
**BETWEEN INCOME SUPPORT AND MEDICAL SERVICES**  
**AND**  
**YOUTH AND ADULT SERVICES**

**I. Statement of the Problem:**

Youth Centers are budgeted adequately to provide for the routine medical and dental needs of their populations. Youth admitted occasionally come with major medical problems and some require hospitalization and/or surgery for injuries or other conditions. On a youth center by youth center basis, it is unwise to budget for these occurrences because their frequency is sporadic and unpredictable.

This agreement serves to assure proper medical care for youth admitted to youth centers by providing a mechanism to fund these extraordinary expenses which are outside the normal scope of a youth center budget. It is intended to address only those situations which clearly exceed the resources of the individual youth centers.

**II. Objectives of the Agreement**

- A. Provide a to assure funding of extraordinary medical costs incurred by youth in youth centers.
- B. To establish necessary procedures fulfilling this agreement.

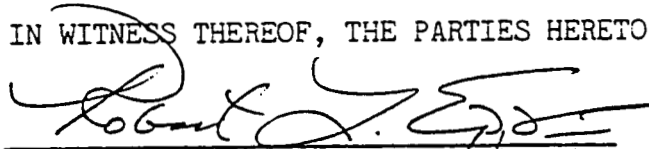
**III. Procedures**

- A. When youth centers have exhausted their contracted medical funding, the Youth Center Superintendents will advise the Chief of Support Services, Youth and Adult Services, when they have an actual or anticipated medical expense.
- B. The Chief of Support Services will validate the Superintendents assessment by independent review.
- C. For all validated situations a request will be made to the Claims Resolution Manager, Division of Medical Services, for funding of the individual situation.

The request will include/but not be limited to the following information:

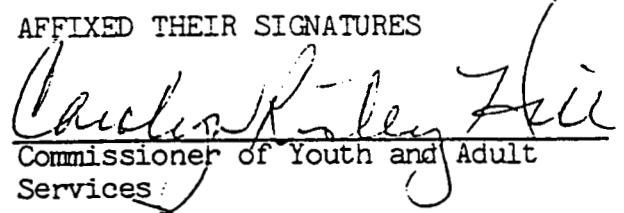
1. Medical condition requiring treatment.
  2. Estimated cost.
  3. Name of youth center and a contact person.
- D. Medical Services will approve or disapprove the request by Youth and Adult Services, utilizing the established Medical Necessity Criteria under the Medicaid/Medikan Programs, with a written response to Youth and Adult Services including instructions as to how to proceed if payment is approved.
- E. If approved, the providers of services must submit completed Kansas Medicaid claim forms directly to the Claims Resolution Manager in the Division of Medical Services for payment. Payment made will not exceed the maximum reimbursement for Medicaid. Payment will be made from all State Funds.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES

  
Commissioner of Income Support and  
Medical Services

Date

6/11/93

  
Commissioner of Youth and Adult  
Services

Date

May 26 1993



## KANSAS MEDICAID STATE PLAN

### AGREEMENT BETWEEN REHABILITATION SERVICES AND INCOME MAINTENANCE AND MEDICAL PROGRAMS

#### I. THE MUTUAL OBJECTIVES AND RESPECTIVE RESPONSIBILITIES

The mutual objectives of Rehabilitation Services and The Division of Medical Programs are to provide evaluation, training and medical services to Kansans with disabilities. The responsibilities of Rehabilitation Services include guidance and counseling, training and job placement assistance. The responsibilities of the Division of Medical Programs include defining covered Medicaid/Medicaid Services for those eligible and making payment to medical providers for those services.

#### II. THE SERVICES EACH OFFERS AND IN WHAT CIRCUMSTANCES

The following section outlines the services provided by Rehabilitation Services and Medical Programs.

##### A. Rehabilitation Services

Services are designed to help restore or develop the work skills of physically and mentally handicapped citizens to the extent that they may become gainfully employed. Counseling and many other types of services may be provided to help the person with a disability to become a self-supporting citizen. The following services may be included in a rehabilitation program for an individual client.

1. Complete medical diagnosis and vocational evaluation.
2. Medical, surgical, psychiatric, and hospital services.\*
3. Prosthetic devices, such as artificial limbs, braces or hearing aids.\*
4. Vocational guidance and counseling.
5. Vocational training such as post-secondary schools or on-the-job training.\*
6. Personal and vocational adjustment training in rehabilitation centers or workshops.
7. Occupational tools or equipment required by a specific job.\*
8. Job placement.
9. Followup to assure that the job is suitable and that both the worker and the employer are satisfied.

\* In instances where the individual is not eligible for a medical card and is able to participate financially in the program (as determined by an economic needs summary), he/she is expected to pay for needed medical services, prosthetic devices, vocational training or occupational tools.

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### B. Medicaid/MediKan Program

In Kansas, the Medicaid/MediKan Program pays providers for the following categories of service delivered to persons determined eligible for medical services and who have a medical necessity for the services: adult care home services, ambulatory surgical center services, audiological services, chiropractic services, community mental health center services, dental services for only those in the Kan Be Healthy program, durable medical equipment and supplies, family planning services, home health services, inpatient and outpatient general hospital services, laboratory and x-ray services, local health department services, medical transportation, nursing services provided by an advanced registered nurse practitioner, optometric services, orthotics and prosthetics, physician services, podiatric services, prescribed drugs, psychological services, and targeted case management services. Each category of service has specific limitations which are outlined in Attachment 3.1-A of the Kansas Medicaid State Plan. Payment of claims for covered services is detailed in the provider manuals issued by the Medicaid fiscal agent.

### III. COOPERATIVE AND COLLABORATIVE RELATIONSHIPS AT THE STATE LEVEL

The Commissioner of Rehabilitation Services and the Commissioner of Income Maintenance and Medical Programs, or their designees, will be responsible for the establishment of a working relationship between the two programs. In order to facilitate this coordination the two parties will meet as needed. The parties of this agreement also agree to work with the Staff Development Section of SRS to provide appropriate in-service training to local and area office staff. Annually, the services provided by each program under this agreement will be jointly reviewed (see Section V.E.).

### IV. THE KINDS OF SERVICES TO BE PROVIDED BY LOCAL AGENCIES

#### A. Services provided by Rehabilitation Services staff in the area offices

1. Determination of eligibility of individuals for Rehabilitation Services.
2. Referral of potentially eligible Medicaid/MediKan recipients to Income Maintenance for determination of medical eligibility.
3. Referral of individuals who are eligible for Kan Be Healthy services.

#### B. Services provided by local and area SRS staff who determine medical eligibility

1. Determination of eligibility of individuals for Medicaid and MediKan.
2. Referral of potentially eligible clients to Rehabilitation Services.
3. Referral of individuals who are eligible for Kan Be Healthy services.